

# EXHIBIT A

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*Attorneys for Plaintiff*  
*ELECTRIC SOLIDUS, INC. d/b/a SWAN BITCOIN*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

ELECTRIC SOLIDUS, INC. d/b/a  
SWAN BITCOIN, a Delaware  
corporation, Plaintiff,

v.

PROTON MANAGEMENT LTD., a  
British Virgin Islands corporation;  
THOMAS PATRICK FURLONG; ILIOS  
CORP., a California corporation;  
MICHAEL ALEXANDER HOLMES;  
RAFAEL DIAS MONTELEONE;  
SANTHIRAN NAIDOO; ENRIQUE  
ROMUALDEZ; and LUCAS  
VASCONCELOS,  
Defendants.

Case No. 2:24-cv-8280-WLH-E

**PLAINTIFF'S FIRST EXPEDITED  
SET OF INTERROGATORIES TO  
INDIVIDUAL DEFENDANTS**

Action Filed: September 25, 2024

1 PROPOUNDING PARTY: **PLAINTIFF ELECTRIC SOLIDUS, INC. d/b/a**  
2 **SWAN BITCOIN**

3 RESPONDING PARTY: **INDIVIDUAL DEFENDANTS**

4 SET NO.: ONE

5 Pursuant to Rule 26(d) of the Federal Rules of Civil Procedure and Civil Local  
6 Rule 7-19.2, Plaintiff Electric Solidus, Inc. d/b/a Swan Bitcoin (“Plaintiff” or “Swan”),  
7 by and through its counsel, hereby submit its first expedited set of interrogatories to each  
8 Individual Defendant Thomas Patrick Furlong, Ilios Corporation, Michael Alexander  
9 Holmes, Rafael Dias Monteleone, Santhiran Naidoo, Enrique Romualdez, and Lucas  
10 Vasconcelos (each, “Defendant”). Each Individual Defendant is directed to give answers  
11 to the following interrogatories separately, fully, in writing, under oath, within ten (10)  
12 days. The following definitions and instructions shall apply:

13 **DEFINITIONS**

14 Unless otherwise defined, all words and phrases used herein shall be accorded  
15 their usual meaning and shall be interpreted in their common, ordinary sense. As used  
16 in these requests, the words set forth below shall be defined as follows:

17 1. The term “ACTION” shall mean the lawsuit PLAINTIFF filed as  
18 referenced in the caption above, Case No. 2:24-cv-8280-WLH-E.

19 2. The term “COMMUNICATION” or “COMMUNICATE” shall mean and  
20 refer to all forms of contact, whether oral, electronic, or written, formal or informal,  
21 direct or indirect, at any time or place, and under any circumstances whatsoever,  
22 whereby information of any nature was transmitted, transferred, or recorded.

23 3. The term “COMMUNICATIONS ACCOUNTS” shall mean any data  
24 stored in any account used to exchange electronic COMMUNICATIONS, including but  
25 not limited to e-mail accounts, iMessage accounts, Telegram accounts, WhatsApp  
26 accounts, social media accounts (on Instagram, Facebook, X, Snapchat, or otherwise).

27 4. The term “CLOUD-BASED ACCOUNTS” shall mean any data stored in  
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1 any Cloud-based platform or other electronic back-up, storage, or email account,  
2 including without limitation GitHub, Gmail (or any other email account), Google Drive,  
3 Dropbox, Box, Sharepoint, Sharefile, and iCloud.

4 5. The term “COMPLAINT” shall mean the Complaint filed by PLAINTIFF  
5 in the ACTION.

6 6. The term “CONTACT INFORMATION” shall mean the present or last known home or  
7 business address (including company name), telephone number, email address, or if such information  
8 is not available, other means of contact of which YOU are aware.

9 7. The term “DOCUMENT” is an all-inclusive term with the broadest  
10 possible meaning accorded to it under case law and the Federal Rules of Civil Procedure,  
11 and shall mean the original (or a true and accurate copy if the original is not available)  
12 and each non-identical copy (which is non-identical because of alterations, attachments,  
13 blanks, comments, notes, underlining, or otherwise) of any writing or record (whether  
14 in tangible, electronic, or any other form) in YOUR actual or constructive possession,  
15 custody, or control, including all DOCUMENTS YOU have provided to YOUR counsel.  
16 The term “DOCUMENT” shall include, but is not limited to, any electronic or  
17 computerized data compilation (including email and other computer-readable files),  
18 whether or not printed, stored, or displayed, and any preliminary versions, drafts, or  
19 revisions thereof. The term “DOCUMENT” shall also include all ESI,  
20 COMMUNICATIONS, memoranda, letters, emails, calendar invitations, blog posts,  
21 Internet posts, reports, message slips, telephone logs or records, diary entries, journal  
22 entries, calendar entries, electronic organizer entries, writings, drawings, spreadsheets,  
23 presentations, ledgers, minutes, financial reports or records, drafts, facsimiles, contracts,  
24 invoices, records of purchase or sale, graphs, charts, photographs, video or audio  
25 recordings, transcripts, indices, directories, and any other written, printed, typed,  
26 punched, taped, filmed, or graphic matter however produced, stored, or reproduced. The  
27 term “DOCUMENT” shall also include any post-it notes, files, folder tabs, and labels

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1 appended to or containing such DOCUMENTS, as well as any metadata applicable to  
2 any DOCUMENT.

3 8. The term “DEFENDANTS” shall mean Defendants Proton Management  
4 Ltd., Thomas Patrick Furlong, Michael Alexander Holmes, Ilios Corp., Rafael Dias  
5 Monteleone, Santhiran Naidoo, Enrique Romualdez, and Lucas Vasconcelos.

6 9. The term “EMPLOYMENT” includes full-time employment, part-time  
7 employment, self-employment, work as an independent contractor, or any other activity  
8 intended to generate income in exchange for the performance of personal services.

9 10. The term “ESI” refers to electronically stored information stored in any  
10 medium from which information can be obtained either directly or, if necessary, after  
11 translation by the responding party into a reasonably usable form.

12 11. The term “IDENTIFY” shall mean:

13 a. As applied to a DOCUMENT, (i) the type of DOCUMENT, (ii)  
14 general subject matter, (iii) date the DOCUMENT was created and  
15 the date(s) of any subsequent modifications thereof, (iv) the  
16 author(s), addressee(s), recipient(s) of the DOCUMENT, and (v) the  
17 Bates number, production number, or other means of identifying the  
18 DOCUMENT.

19 b. As applied to a COMMUNICATION, (i) the date of the  
20 COMMUNICATION, (ii) the type of COMMUNICATION, (iii) the  
21 substance of the COMMUNICATION, (iv) the identities of all  
22 PERSONS present during or participants to the  
23 COMMUNICATION (including their full names and their positions  
24 within SWAN, PROTON, or a third party, if known), and (v) all  
25 relevant DOCUMENTS.

26 c. As applied to a tangible thing that is not a DOCUMENT or  
27 COMMUNICATION, (i) the product names, product numbers,

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version numbers, and revision numbers; (ii) the date that the thing was first introduced for sale; (iii) the date of the thing's first sale; and (iv) all team names or project titles used in connection with the design, development, testing, or engineering of that tangible thing.

d. As applied to an individual, (i) the full name of the individual (including any maiden name, prior name, "nickname," or variation in spelling), (ii) present or last known CONTACT INFORMATION, (iii) dates of EMPLOYMENT, and (iv) all positions held at or with SWAN, PROTON, or a third party, if known.

e. As applied to an entity, (i) the full name of the entity, (ii) the state of incorporation or under whose laws the entity is formed, and (iii) present or last known CONTACT INFORMATION.

f. As applied to an event, (i) the date of the event, (ii) all facts surrounding the event, (iii) all witnesses to the event (including their full names and their positions within SWAN, PROTON or a third party, if known), and (iv) all relevant DOCUMENTS.

12. The term "INDIVIDUAL DEFENDANTS" shall mean Thomas Patrick Furlong, Michael Alexander Holmes, Ilios Corp., Rafael Dias Monteleone, Santhiran Naidoo, Enrique Romualdez, and Lucas Vasconcelos.

13. The terms "PERSON" or "PERSONS" are defined as any natural person or any legal entity, including, without limitation, any business or governmental entity or association.

14. The term "SOCIAL MEDIA" shall mean any Internet- or cloud-based platform used to COMMUNICATE with one or more PERSONS via written message, audio, video, or any other medium, including, but not limited to, Telegram, WhatsApp, GroupMe, Facebook, Instagram, Snapchat, Tumblr, Twitter, Google+, YouTube, WeChat, Reddit, Pinterest, LinkedIn, and TikTok.

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15. The term “SWAN” shall mean and refer to Plaintiff Electric Solidus, Inc. d/b/a Swan Bitcoin.

16. The term “SWAN INFORMATION” shall mean any DOCUMENT, COMMUNICATION, information, compilation of information, or other material in any form (tangible, intangible, or otherwise) created by or for SWAN and/or accessed, downloaded, or originated from any electronically stored data and/or computer, electronic communication, or data storage systems owned by SWAN, including without limitation information that the INDIVIDUAL DEFENDANTS or any PERSON working with or for SWAN created, accessed, or downloaded, or that originated from any electronically stored data and/or computer, electronic communication, or data storage system owned by SWAN related to 2040 Energy Ltd. or Bitcoin mining. SWAN INFORMATION includes SWAN’s confidential and proprietary information and trade secrets, including without limitation SWAN’s Bitcoin Network Operating Center (“BNOC”), hash-rate optimization techniques, and proprietary financial modeling, data analytics and monitoring tools.

17. The term “TETHER” shall refer to Tether, and any individual or entity that is acting or has acted under its direction and/or control, including but not limited to Zettahash Inc., Tether Investments Limited, Marlin Capital Partners, and/or Zach Lyons.

18. The terms “YOU,” “YOUR,” and “YOURSELF” shall refer to each INDIVIDUAL DEFENDANT, as applicable, and any individual or entity that is acting or has acted under each INDIVIDUAL DEFENDANT’s direction and/or control.

19. For purposes of interpreting or construing the scope of the Interrogatories contained herein, the terms contained in such Interrogatories shall be given their most expansive and inclusive interpretation. In order to bring within the scope of these Interrogatories all information that might otherwise be construed to be outside of their scope, the following rules of construction apply:

a. The singular shall include the plural and vice versa;





1 and the parties, each Interrogatory should be quoted in full immediately preceding the  
2 objection.

3 5. Whenever YOU are asked to “STATE THE BASIS” of or for a particular  
4 claim, counterclaim, assertion, allegation, or contention, YOU shall: (a) describe all  
5 facts, information, conclusions, theories, and arguments that pertain to or form the basis  
6 of YOUR response; (b) IDENTIFY all DOCUMENTS (and, where pertinent, the  
7 section, article, or subparagraph thereof) that pertain to or form any part of the basis of  
8 YOUR response; (c) IDENTIFY all COMMUNICATIONS that pertain to or form any  
9 part of the basis of YOUR response; and (d) IDENTIFY separately the acts or omissions  
10 to act on the part of any PERSON (by stating their nature, time, and place and by  
11 identifying the PERSONS involved) that pertain to or form any part of the basis of  
12 YOUR response.

13 6. Each Interrogatory shall be answered in good faith and as completely as  
14 YOUR knowledge will permit. YOUR answers shall be based upon YOUR entire  
15 knowledge from all sources, including all information in YOUR possession, custody, or  
16 control. YOU may not give lack of information or knowledge as an answer or as a  
17 reason for failure to answer unless YOU state that YOU have made a reasonable inquiry  
18 and that information known or readily obtainable by YOU is insufficient to enable YOU  
19 to answer the substance of the Interrogatory.

20 7. These Interrogatories seek all information (including information contained  
21 in or on DOCUMENTS or any tangible thing or material) that is known or available to  
22 YOU, including all information in the possession of YOUR employees, agents,  
23 representatives, accountants, attorneys, investigators, or consultants.

24 8. If any response to any Interrogatory (or portion thereof) is withheld on the  
25 basis of any claim of privilege, YOU must set forth the information necessary for  
26 PLAINTIFF to ascertain whether the privilege properly applies.

1 9. The fact that YOUR investigation is continuing or that discovery is not  
2 complete does not excuse YOU from answering each Interrogatory based on the  
3 knowledge YOU currently have.

4 10. These Interrogatories are continuing in nature.

5 11. PLAINTIFF serves these Interrogatories without prejudice to their right to  
6 serve additional Interrogatories.

7 12. Unless otherwise stated, these Interrogatories are limited to the time period  
8 of August 2, 2024 to the present.

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10 **INTERROGATORIES**

11 **INTERROGATORY NO. 1**

12 IDENTIFY all SWAN INFORMATION in YOUR possession, custody, or  
13 control.

14 **INTERROGATORY NO. 2**

15 IDENTIFY each PERSON outside of or unaffiliated with SWAN to whom YOU  
16 have transmitted or provided SWAN INFORMATION, including but not limited to  
17 PROTON, TETHER, and/or any other third party.

18 **INTERROGATORY NO. 3**

19 IDENTIFY each electronic device, COMMUNICATIONS ACCOUNT, and  
20 CLOUD-BASED ACCOUNT on which YOU downloaded, accessed, or used SWAN  
21 INFORMATION in the six (6) months preceding YOUR resignation from SWAN or  
22 since YOU resigned from SWAN.

23 **INTERROGATORY NO. 4**

24 IDENTIFY each PERSON (whether employees or affiliates of PROTON or not)  
25 involved in YOUR recruitment to or hiring for PROTON.

26 **INTERROGATORY NO. 5**

1 STATE THE BASIS for YOUR September 30, 2024 representation to the Court  
2 that SWAN does not “own or control” the trade secrets alleged in SWAN’s  
3 COMPLAINT, as stated in YOUR Special Appearance to Oppose Plaintiff’s *Ex Parte*  
4 Application (ECF No. 30).

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7 DATED: October 9, 2024

GIBSON, DUNN & CRUTCHER LLP

8 By: /s/ Ilissa Samplin

9 Ilissa Samplin

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11 *Attorneys for Plaintiff*  
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